

1/20/11 9:23:30
DK P BK 142 PG 226
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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Power of Attorney
Cover Sheet

Prepared By and Return to: Realty Title & Escrow Co., Inc.
* 6397 Goodman Road, Ste 112
Olive Branch, MS 38654
Phone No. 662-893-8077
File No. 10080476

Principal: The Bank of New York Mellon Trust Company, N.A., f/k/a The Bank of New York Trust Company, N.A. as Successor to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (formerly The Chase Manhattan Bank, successor in interest to The Chase Manhattan Bank, N.A.), as Trustee or Indenture Trustee (the "Trustee") under the Pooling and Servicing and Indenture Agreements identified on Schedule 1

Attorney-in-fact: Residential Funding Company, LLC.

After Recording return to:

Attn: Melissa Windler
 GMAC ResCap | Records Management
 8400 Normandale Lake Blvd, Suite 185
 MC 01-04-04
 Minneapolis, MN 55437

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Bank of New York Mellon Trust Company, N.A., FKA The Bank of New York Trust Company, N.A. as successor to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (formerly The Chase Manhattan Bank, successor in interest to The Chase Manhattan Bank, N.A.), as Trustee or Indenture Trustee (the "Trustee") under the Pooling and Servicing and Indenture Agreements identified on Schedule 1 hereto and as may be subsequently identified in one or more writings from the Bank (as defined below) to Attorneys (as defined below) referencing this Power of Attorney (collectively, as the same may be amended, supplemented or otherwise modified from time, the "Agreements"), pursuant to which Residential Funding Company, LLC acts as Master Servicer, and such Trustee being a limited purpose national banking association with trust powers organized under the laws of the United States and having its branch office at 525 William Penn Place 7th Floor Pittsburgh, PA 15259 and its principal office at 700 South Flowers, 2nd Floor, Los Angeles, CA 90017-4104 (the "Bank"), hereby makes, constitutes and appoints any authorized signatory (including any vice president or more senior officer) of Residential Funding Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney"), with full power and authority to sign, execute, acknowledge, deliver, file for record and record any instrument on its behalf, and to act in the name and on behalf of the Bank, and to perform such other act or acts, as may be customarily and reasonably necessary and appropriate to effectuate only the following enumerated transactions in connection with any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust," respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become the mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Company, LLC is acting as Master Servicer on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of property to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

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5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure (including resolution of defenses thereto) or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of a deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and
9. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.
10. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

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This Power of Attorney is effective from the date hereof until the earlier of (i) revocation by the Bank, (ii) with respect to a particular Agreement, the date the Attorney shall no longer be acting as Master Servicer in respect of such agreement; and (iii) March 26, 2011.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A., FKA The Bank of New York, N.A. as successor in interest to JPMorgan Chase Bank, N.A, as Trustee under the Agreements, by its officers Andrew R. Flynn (Managing Director) and Jennifer J. Provenzano (Vice President), thereunto duly appointed, has duly executed this Power of Attorney as of this 16th day of November, 2010.

**The Bank of New York Mellon Trust Company,
National Association**

By: 

Name: Andrew R. Flynn

Title: Managing Director

By: 

Name: Jennifer J. Provenzano

Title: Vice President

Witness: 

Michael C. Spataro

Witness: 

Mageshwaran Ramasamy

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Schedule I

Pooling and Servicing Agreements and Indentures re: Power of Attorney dated as of November 16th 2010, issued by The Bank of New York Mellon Trust Company, N.A. in favor of Residential Funding Company, LLC.

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ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

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COUNTY OF ALLEGHENY

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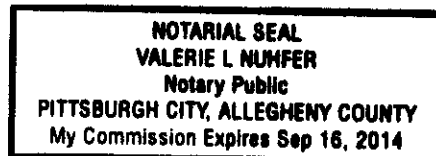
Personally appeared before me the above-named Andrew R. Flynn, known or proved to me to be the same person who executed the foregoing instrument and to be the Managing Director of The Bank of New York Mellon Trust Company, N.A., and acknowledged that he executed the same as his free act and deed and the free act and deed of The Bank of New York Mellon Trust Company, N.A..

Subscribed and sworn before me this 16th day of November, 2010.

Valerie L. Nuffer
 NOTARY PUBLIC

My Commission expires:

September 16, 2014



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ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

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COUNTY OF ALLEGHENY

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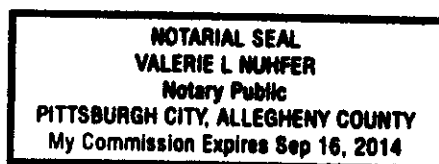
Personally appeared before me the above-named Jennifer J. Provenzano known or proved to me to be the same person who executed the foregoing instrument and to be the Vice President of The Bank of New York Mellon Trust Company, N.A., and acknowledged that she executed the same as her free act and deed and the free act and deed of The Bank of New York Mellon Trust Company, N.A..

Subscribed and sworn before me this 16th day of November, 2010.

Valerie L. Nuffer
 NOTARY PUBLIC

My Commission expires:

September 16, 2014



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Schedule 1

[illegible]

[illegible]

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[illegible]

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